

Architecture
Space Planning
and Interior Design Solutions

Michael Hackley Architects, Chartered

4315 Fifteenth Street NW Washington, DC 20011 202.882.9800 fax 202.882.9801

18 May 2000

Mr. Jon Lee
WHITE OAK FASHION
11275 New Hampshire Avenue
Silver Spring, Maryland 20904

RE: PROPOSAL FOR PROFESSIONAL SERVICES

PROJECT: LVL X RETAIL STORE
ARUNDEL MILLS

Dear John,

I am pleased to submit this proposal to you for professional services. This letter shall serve as our letter of agreement and outline those services to be rendered by MICHAEL HACKLEY ARCHITECTS.

SCOPE OF THE WORK

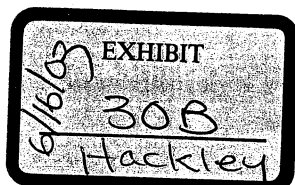
Interior Tenant Build-out, approximately 4,200SF

PHASE 1 PRELIMINARY DESIGN

- 1. Initial meeting to discuss the project, visit the actual tenant space, and understand your exact requirements and ideas for the design of the new store.*
- 2. Develop and prepare preliminary floor plan, reflected ceiling plan. Present these drawings to you in a meeting for your review and comments.*
- 3. Meet with you again to discuss the preliminary drawings, the design, the materials, the budget, and the specifications. We will make one set of revisions, if required, and resubmit drawings to you for approval.*
- 4. Submit design drawings to mall authorities for review and comments.*
- 5. Make one set of revisions, if required by the mall, and resubmit to all for final approvals.*

PHASE 2 CONSTRUCTION DOCUMENTS

- 1. Develop and prepare technical documents to fix and describe the scope of construction in the store as required by regulatory and approving agencies having jurisdiction over the project, the building permit review process, pricing, and the actual construction.*
- 2. Submit these drawings to you and mall authorities for final review and comments.*
- 3. Make one set of revisions, if required, and re-submit to all for final approvals.*



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PHASE 3 CONSTRUCTION ADMINISTRATION (OPTIONAL, IF REQUESTED)

1. *File and facilitate the building construction permit with Anne Arundel County authorities.*
2. *Assist you in pricing and selecting a general contractor to perform the work.*
3. *Visit the project at intervals during the construction to observe adherence to the approved contract documents and provide quality control.*

ADDITIONAL SERVICES (OPTIONAL, IF REQUESTED)

1. *Making revisions in drawings or specifications when such revisions are inconsistent with instructions or approvals previously given or are due to other causes not solely within the control of the architect.*
2. *Additional meeting time not specifically specified in Phase 1 and Phase 2 above.*
3. *Providing architectural services out-of-sequence to the normal and regular process and delivery of professional architectural design services.*
4. *Providing professional services for signage design and artwork design.*
5. *Providing professional services for furniture design, selection or procurement.*
6. *Providing additional colored renderings and/or perspective drawings.*
7. *Providing professional structural engineering design and drawings.*
8. *Providing scale models.*
9. *Providing any other professional service not specifically itemized above in Phase 1 and Phase 2.*

PROFESSIONAL FEE SCHEDULE**PHASE 1 AND PHASE 2:**~~\$10,000.00~~ 9500

Phase 3 and Additional Services

Hourly, at our standard rates, if requested

Our Standard Hourly Rates are:

| | |
|---------------------|---------------|
| Architect/Principal | \$125.00/Hour |
| Project Architect | 85.00/Hour |
| Staff Architect | 70.00/Hour |
| Intern Architect | 45.00/Hour |

PAYMENT SCHEDULE

First Payment (Retainer)

~~\$2,750.00~~ 2250

Second Payment

2,750.00 Due at the completion of Phase 1.

Third Payment

4,500.00 Due at the completion of Phase 2.

BILLABLE EXPENSES

Billable expenses are in addition to the professional fees, and will be billed monthly, with our standard mark-up, for blueprinting, delivery charges, and other out-of-pocket expenses specifically for this project.

Page 3

TERMINATION

This agreement may be terminated by either party upon 10 day written notice. The architect shall be compensated for all service and expense up to the date of termination, (in addition to the retainer), plus a standard 15% termination fee for the orderly close-out and documentation of professional effort to the date of termination.

CONSTRUCTION COST

No fixed limit of construction cost has been or will be established as a condition of this agreement.

TIME

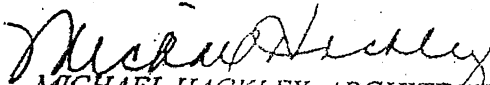
All professional services will be performed as expeditiously as is consistent with professional skill, care, and the orderly progress of the work.

SPECIAL NOTE

Invoices are sent according to the payment schedule above. Payments are due to the architect upon receipt. Unpaid invoices over 30 days will be assessed a 1.8% per month late fee on the unpaid balance until the account is paid in full. Invoices over 75 days will be assessed an additional 30% attorney fee for collection.

I am looking forward to working with you on this project. Should you have any questions; do not hesitate to contact me. To approve this proposal please sign and return a copy of this proposal, with a check in the amount of \$2,750.00 for the retainer, to my office.

Sincerely,


MICHAEL HACKLEY ARCHITECTS
R. Michael Hackley AIA
Architect/President

APPROVED BY:

DATE: